

CITY PARKWAY V, INC.

An Affiliate of the City of Las Vegas

March 27, 2007

Mr. Barnet L. Liberman
Member, LiveWork, LLC
c/o Mitchell Holdings
20 West 55th Street
New York, NY 10019

Dear Mr. Liberman:

By way of this letter of understanding, the undersigned parties, LiveWork, LLC and Zoe Property, LLC ("Owners") and the City of Las Vegas ("City") desire to outline issues which will be discussed to enable the development of Owners' property located in downtown Las Vegas. Prior to the development of the Owners' property, the Owners and the City agree to discuss the following issues, which include but are not limited to:

1. Permissible uses given Land use and Zoning of Owners' property, which is located within the City of Las Vegas Redevelopment Area and within the Downtown Overlay District as defined by City of Las Vegas Title 19 (the "Zoning Code");
2. Parking requirements and parking supply, including possible modifications to existing traffic patterns and service levels, location and orientation of parking, the possibility of additional public parking facilities or structures to support downtown Las Vegas, and the possibility of shared parking for use by properties adjacent to Owners' property, and the waiver of mandatory parking ratios as defined in the City's Downtown Centennial Plan and codified in the Downtown Overlay District;
3. Access to public transit, which may include the development of on-site and off-site improvements to accommodate such transit, particularly on or near Main Street;
4. Use by Owners of existing public rights-of-way, which may include and which are subject to review and approval by the City of Las Vegas in accordance with applicable law, sidewalks, alleys, streets, pedestrian promenade(s), or air space above such rights-of-way;
5. Infrastructure installation which meets the capacity and the design needs of Owners, which may include power, water, sewer, gas, telecommunications, and specifically the installation of electrical distribution below grade in accordance with the City's "Project Clear Skies" program;
6. Installation of public art either on private property or public property, including the possibility of public and private funding for such art;
7. Design features or amenities for the on-site building program, which may include mixed-use development (residential and commercial in same structure), LEED building design,

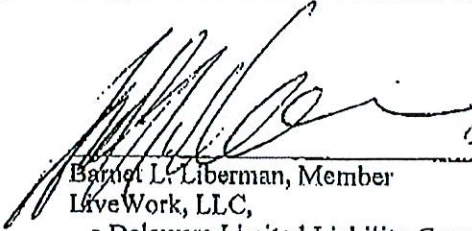
- and use of the roof top or unfinished highest floor of buildings for amenity decks or plazas;
8. Special signage for the building or buildings on the Owners' property, as permitted by the Zoning Code;
 9. Uses by public agencies on the Owners' property, which may include facilities for fire safety, public safety, public transportation, or office space desired by the City as more particularly described by the Exclusive Negotiation Agreement executed by the Parties;
 10. Public financing available for Owners' program, which may include (subject to application by Owners' and approval by authorized public entities) Tax Increment Financing, State incentives from the Nevada Commission on Economic Development, or other assistance applicable to the Owners' on-site building program and the business and residential users of such program;
 11. Environmental remediation, to the extent that such work is required by Nevada Department of Environmental Protection or is desired by the Owners; and
 12. Schedule for development of Owners' building program.

The foregoing list is intended to assist the Parties in discussing design, development, and financing issues which may enable Owners to proceed with its desired building program.

The Parties agree and acknowledge (i) that this letter creates no obligation on either party to enter into any written agreement governing the design, development, or financing of Owners' property; (ii) the decision to enter into any written agreement will be at each party's respective sole and absolute discretion; (iii) the approval of the Las Vegas Planning Commission, and the Las Vegas City Council will be required for certain entitlements as specifically required by the Las Vegas Zoning Code and applicable law; and (iv) review and approval of public funding is at the discretion of the public entity to which such funds are ascribed, and is subject to available revenue and applicable law. The Owners agree and acknowledges that this letter creates no rights, title or interest in any real property owned by the City, including but not limited to public rights of way. Execution of this letter by the City and Owners is merely an agreement to have good faith negotiations according to the terms hereof, reserving final discretion and approval by governing boards of the City as to any and all proceedings and decisions in connection therewith.

ACKNOWLEDGED AND AGREED TO:


Douglas A. Selby, City Manager Date
City of Las Vegas

 03/28/07
Barnett L. Liberman, Member Date
LiveWork, LLC,
a Delaware Limited Liability Company



David Mitchell, Member Date
Zoe Property, LLC,
a Delaware Limited Liability Company

Approved as to Form:

 4/9/07

Terecita L. Ponticello Date
Deputy City Attorney